

Charis L. Kelley  
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US DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS-HOUSTON

Charis L.Kelley, )  
Plaintiff, )  
vs. )  
Trans Union LLC, Experian Information )  
Solution LLC, Equifax Information Services )  
LLC, Firstsource Advantage, LLC, Cavalry )  
Investments LLC, Direct Financial )  
Solution, Cavalry Portfolio Services, )  
Encore Receivable Management Inc, Collect )  
America LTD, Professional Bureau of )  
Collections Inc, Drive Financial Services )  
LP, NCO Financial Systems Inc, Credco IMS )  
aka First American Credco Inc, ASAP Auto )  
Inc, Auto Loan/Car Loan LLC, CAI )  
LP/Conn's, Bank of America NA, Capital One )  
Bank NA, First Premier Bank, First )  
National Credit Card Center Inc, Flatiron )  
Financial Services, Spherion Newco Inc, )  
Defendant )

Case No.: \_\_\_\_\_

**FCRA COMPLAINT**

Upon information and belief, and in good faith, Plaintiff, Charis L. Kelley alleges as follows.

## **PRELIMINARY STATEMENT**

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2. Plaintiff brings this action for damages based upon  
3 Defendants' violation of the Fair Credit Reporting Act  
4 ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt  
5 Collections Practices ACT ("FDCPA) 604 sections Plaintiff  
6 seeks an award of statutory damages, actual damages, punitive  
7 damages, and costs.

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9 **JURISDICTION**

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11 2. The jurisdiction of this court is conferred by 15 U.S.C.,  
12 1681(p) and 28 U.S.C. 1331. Venue lies in Harris County in the  
13 U.S. District Court, Southern District of Texas-Houston.

14  
15 **PARTIES**

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17 3. Plaintiff Larry Davis Jr. (hereafter "I" or "Plaintiff") is a  
18 resident of Houston Texas. Plaintiff is a "Consumer" as  
19 defined by FCRA 1681(a) of the FCRA.

20 4. Upon information and belief, Defendant Trans Union LLC  
21 (hereafter "Trans Union") is both a "person" as defined by  
22 FCRA 1681(a) and a "consumer reporting agency" as defined by  
23 FCRA 1681a(f). Trans Union is authorized to do business in the  
24 State of Texas, with its principle place of business located at  
25 555 West Adams, Chicago Illinois 60661.

26 5. Upon information and belief, Defendant Experian Information  
27 Solutions (hereafter "Experian") is both a "person" as defined  
28 by FCRA 1681(a) and a consumer reporting agency as defined by  
29 FCRA 1681a(f). Experian is authorized to do business in the  
30 State of Texas, with its principle place of business located  
31 at 475 Anton Blvd. Costa Mesa, CA 92626

1       6. Upon information and belief, Defendant Equifax Information  
2       Services LLC (hereafter "Equifax") is both a "person" as  
3       defined by FCRA 1681(a) and a consumer reporting agency as  
4       defined by FCRA 1681a (f). Equifax is authorized to do  
5       business in the State of Texas, with its principle place of  
6       business located at 1550 Peachtree St. NW Atlanta, Georgia  
7       30309.

8       7. Upon information and belief, Defendant Firstsource Advantage  
9       LLC; is a "debt collector" as defined by FDCPA 1692a(6), a  
10      "person" as defined by FCRA 1681a(b), a "reseller" as defined  
11      by FCRA 1681a(u) and is a "furnisher" of information as  
12      contemplated by FCRA 1681s-2(a) & (b), who regularly and in the  
13      ordinary course of business furnishes information to one or  
14      more consumer reporting agencies about consumer transactions  
15      or experiences with any consumer.

16      8. Upon information and belief, Defendant Cavalry Investments  
17      LLC; is a "debt collector" as defined by FDCPA 1692a(6), a  
18      "person" as defined by FCRA 1681a(b), a "reseller" as defined  
19      by FCRA 1681a(u) and is a "furnisher" of information as  
20      contemplated by FCRA 1681s-2(a) & (b), who regularly and in the  
21      ordinary course of business furnishes information to one or  
22      more consumer reporting agencies about consumer transactions  
23      or experiences with any consumer.

24      9. Upon information and belief, Defendant Cavalry Portfolio  
25      Services LLC; is a "debt collector" as defined by FDCPA  
26      1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"  
27      as defined by FCRA 1681a(u) and is a "furnisher" of  
28      information as contemplated by FCRA 1681s-2(a) & (b), who

1           regularly and in the ordinary course of business furnishes  
2           information to one or more consumer reporting agencies about  
3           consumer transactions or experiences with any consumer.

4           10. Upon information and belief, Defendant Encore Receivable  
5           Management Inc; is a "debt collector" as defined by FDCPA  
6           1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"  
7           as defined by FCRA 1681a(u) and is a "furnisher" of  
8           information as contemplated by FCRA 1681s-2(a) & (b), who  
9           regularly and in the ordinary course of business furnishes  
10           information to one or more consumer reporting agencies about  
11           consumer transactions or experiences with any consumer.

12           11. Upon information and belief, Defendant Collect America LTD; is  
13           a "debt collector" as defined by FDCPA 1692a(6), a "person" as  
14           defined by FCRA 1681a(b), a "reseller" as defined by FCRA  
15           1681a(u) and is a "furnisher" of information as contemplated  
16           by FCRA 1681s-2(a) & (b), who regularly and in the ordinary  
17           course of business furnishes information to one or more  
18           consumer reporting agencies about consumer transactions or  
19           experiences with any consumer.

20           12. Upon information and belief, Defendant Professional Bureau of  
21           Collections; is a "debt collector" as defined by FDCPA  
22           1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"  
23           as defined by FCRA 1681a(u) and is a "furnisher" of  
24           information as contemplated by FCRA 1681s-2(a) & (b), who  
25           regularly and in the ordinary course of business furnishes  
26           information to one or more consumer reporting agencies about  
27           consumer transactions or experiences with any consumer.

1       13. Upon information and belief, Defendant Drive Financial  
2           Services LP; is a "debt collector" as defined by FDCPA  
3           1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"  
4           as defined by FCRA 1681a(u) and is a "furnisher" of  
5           information as contemplated by FCRA 1681s-2(a) & (b), who  
6           regularly and in the ordinary course of business furnishes  
7           information to one or more consumer reporting agencies about  
8           consumer transactions or experiences with any consumer.

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10      14. Upon information and belief, Defendant NCO Financial Systems  
11           Inc; is a "debt collector" as defined by FDCPA 1692a(6), a  
12           "person" as defined by FCRA 1681a(b), a "reseller" as defined  
13           by FCRA 1681a(u) and is a "furnisher" of information as  
14           contemplated by FCRA 1681s-2(a) & (b), who regularly and in the  
15           ordinary course of business furnishes information to one or  
16           more consumer reporting agencies about consumer transactions  
17           or experiences with any consumer.

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19      15. Upon information and belief, Defendant Credco IMS aka First  
20           American Credco; is a "debt collector" as defined by FDCPA  
21           1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"  
22           as defined by FCRA 1681a(u) and is a "furnisher" of  
23           information as contemplated by FCRA 1681s-2(a) & (b), who  
24           regularly and in the ordinary course of business furnishes  
25           information to one or more consumer reporting agencies about  
26           consumer transactions or experiences with any consumer.

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28      16. Upon information and belief, Defendant ASAP Auto Inc, is a  
29           "furnisher" of information as contemplated by FCRA 1681s -  
30           2(a) & (b), who regularly and in the ordinary course of business

1 furnishes information to one or more consumer reporting  
2 agencies about consumer transactions or experiences with any  
3 consumer.

4 17. Upon information and belief, Defendant Auto Loan/Car Loan Inc,  
5 is a "furnisher" of information as contemplated by FCRA 1681s  
6 - 2(a)&(b), who regularly and in the ordinary course of  
7 business furnishes information to one or more consumer  
8 reporting agencies about consumer transactions or experiences  
9 with any consumer.

10 18. Upon information and belief, Defendant CAL LP/Conn's, is a  
11 "furnisher" of information as contemplated by FCRA 1681s -  
12 2(a)&(b), who regularly and in the ordinary course of business  
13 furnishes information to one or more consumer reporting  
14 agencies about consumer transactions or experiences with any  
15 consumer.

16 19. Upon information and belief, Defendant Bank of America NA, is  
17 a "furnisher" of information as contemplated by FCRA 1681s -  
18 2(a)&(b), who regularly and in the ordinary course of business  
19 furnishes information to one or more consumer reporting  
20 agencies about consumer transactions or experiences with any  
21 consumer.

22 20. Upon information and belief, Defendant Capital One Bank, is a  
23 "furnisher" of information as contemplated by FCRA 1681s -  
24 2(a)&(b), who regularly and in the ordinary course of business  
25 furnishes information to one or more consumer reporting  
26 agencies about consumer transactions or experiences with any  
27 consumer.

28 21. Upon information and belief, Defendant First Premier Bank, is  
29 a "furnisher" of information as contemplated by FCRA 1681s -  
30 2(a)&(b), who regularly and in the ordinary course of business  
31 furnishes information to one or more consumer reporting

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1 agencies about consumer transactions or experiences with any  
2 consumer.

3 22. Upon information and belief, Defendant First National Credit  
4 Card Center Inc, is a "furnisher" of information as  
5 contemplated by FCRA 1681s - 2(a)&(b), who regularly and in  
6 the ordinary course of business furnishes information to one  
7 or more consumer reporting agencies about consumer  
8 transactions or experiences with any consumer.

9 23. Upon information and belief, Defendant Flatiron Financial  
10 Services, is a "furnisher" of information as contemplated by  
11 FCRA 1681s - 2(a)&(b), who regularly and in the ordinary  
12 course of business furnishes information to one or more  
13 consumer reporting agencies about consumer transactions or  
14 experiences with any consumer.

15 24. Upon information and belief, Defendant Spherion Newco Inc, is  
16 a "furnisher" of information as contemplated by FCRA 1681s -  
17 2(a)&(b), who regularly and in the ordinary course of business  
18 furnishes information to one or more consumer reporting  
19 agencies about consumer transactions or experiences with any  
20 consumer.

21 25. Upon information and belief, Defendant Direct Financial  
22 Solution, is a "furnisher" of information as contemplated by  
23 FCRA 1681s - 2(a)&(b), who regularly and in the ordinary  
24 course of business furnishes information to one or more  
25 consumer reporting agencies about consumer transactions or  
26 experiences with any consumer.

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28 **FACTUAL ALLEGATIONS**  
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30 Plaintiff has requested and received copies of his credit  
31 report and each Defendant listed in Plaintiff's Complaint is  
32 reporting erroneous, adverse, inaccurate, incorrect, fraudulent,

1 and incomplete data regarding Plaintiff's Name, Residents,  
2 Employments, Credit Worthiness, Financial Transactions and  
3 Business Relationships to potential creditors which has in part  
4 caused Plaintiff to be denied credit.

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6 **CAUSES OF ACTION**

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8 1. Plaintiff repeats, alleges, asserts/reasserts and  
9 incorporates by reference the foregoing paragraphs.

10 2. Trans Union; continues to add, store, maintain and disseminate  
11 personal credit information, in consumer reports it prepares and  
12 issues about Plaintiff which in part is inaccurate, false,  
13 erroneous, misleading and adverse despite notice from Plaintiff  
14 and subscribers that such information is inaccurate.

15 3. Trans Union; continues to withhold, and/or intentionally,  
16 maliciously, and negligently not report positive credit  
17 information that it previously reported resulting in defamation  
18 and causing financial injury.

19 4. Trans Union; willfully, and negligently reinserted removed items  
20 on Plaintiff's consumer credit report without notifying Plaintiff  
21 in writing within 5 business days in violation of FCRA  
22 (A) (5) (B) (ii).

23 5. Trans Union; continues to willfully, maliciously, and negligently  
24 violate FCRA 1681e (b), on multiple occasions.

25 6. AS a result of Trans Union's actions, Plaintiff has been damaged.

26 7. Pursuant to FCRA 1681o, any person who is negligent in failing to  
27 comply with any requirement imposed under the FCRA with respect  
28 to any consumer is liable to that consumer in an amount equal to  
29 the sum of (1) any actual damages sustained by the consumer as a  
30 result of the failure and (2) in the case of any successful  
31 action to enforce any liability under 15 U.S.C. 1681o, the costs  
32 of the action together with reasonable attorney's fees.

1 8. Trans Union; failed to conduct a reasonable investigation of  
2 Plaintiff's disputes and otherwise failed to comport with FCRA  
3 1681i.

4 9. Trans Union; failed to adopt and follow reasonable procedures to  
5 assure maximum possible accuracy of Plaintiff's consumer credit  
6 and other personal information as required by FCRA which it  
7 complied, used and manipulated in order to prepare consumer  
8 credit reports, credit scores, risk factors, denial codes and  
9 other economic and predictions data evaluations.

10 10. As a result of Trans Union's negligent failure to comply with the  
11 FCRA, it is liable to Plaintiff in the amount equal to sum of (1)  
12 any actual damages sustained by Plaintiff as a result of said  
13 failure and (2) the costs of this action together with reasonable  
14 attorney's fees.

15 11. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
16 comply with any requirement imposed under the FCRA with respect  
17 to any consumer is liable to that consumer in an amount equal to  
18 the sum (1) any actual damages sustained by the consumer as a  
19 result of the failure or damages of not less than \$100.00 and not  
20 more than \$1,000.00 (2) such amount of punitive damages as the  
21 court may allow, and (3) in the case of any successful action to  
22 enforce any liability under 15 U.S.C. 1681n, the costs of the  
23 action together with reasonable attorney's fees.

24 12. Experian, continues to add, store, maintain and disseminate  
25 personal credit information, in consumer reports it prepares and  
26 issues about Plaintiff which in part, is inaccurate, false,  
27 erroneous, misleading and adverse despite notice from Plaintiff  
28 and subscribers that such information is inaccurate.

29 13. Pursuant to FCRA 1681o, any person who is negligent in failing to  
30 comply with any requirement imposed under the FCRA with respect  
31 to any consumer is liable to that consumer in an amount equal to  
32 the sum of (1) any actual damages sustained by the consumer as a

1 result of the failure and (2) in the case of any successful  
2 action to enforce any liability under 15 U.S.C. 1681o, the costs  
3 of the action together with reasonable attorney's fees.

4 14. Experian; failed to conduct a reasonable investigation of  
5 Plaintiff's disputes and otherwise failed to comport with FCRA  
6 1681i.

7 15. Experian; failed to adopt and follow reasonable procedures to  
8 assure maximum possible accuracy of Plaintiff's consumer credit  
9 and other personal information as required by FCRA which it  
10 complied, used and manipulated in order to prepare consumer  
11 credit reports, credit scores, risk factors, denial codes and  
12 other economic and predictions data evaluations.

13 16. As a result of Experian's negligent failure to comply with the  
14 FCRA, it is liable to Plaintiff in the amount equal to sum of (1)  
15 any actual damages sustained by Plaintiff as a result of said  
16 failure and (2) the costs of this action together with reasonable  
17 attorney's fees.

18 17. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
19 comply with any requirement imposed under the FCRA with respect  
20 to any consumer is liable to that consumer in and amount equal to  
21 the sum(1) any actual damages sustained by the consumer as a  
22 result of the failure or damages of not less than \$100.00 and not  
23 more than \$1,000.00 (2) such amount of punitive damages as the  
24 court may allow, and (3) in the case of any successful action to  
25 enforce any liability under 15 U.S.C. 1681n, the costs of the  
26 action together with reasonable attorney's fees.

27 18. Equifax; continues to add, store, maintain and disseminate  
28 personal credit information, in consumer reports it prepares and  
29 issues about Plaintiff which in part, is inaccurate, false,  
30 erroneous, misleading and adverse despite notice from Plaintiff  
31 and subscribers that such information is inaccurate.

1 19. Pursuant to FCRA 1681o, any person who is negligent in failing to  
2 comply with any requirement imposed under the FCRA with respect  
3 to any consumer is liable to that consumer in an amount equal to  
4 the sum of (1) any actual damages sustained by the consumer as a  
5 result of the failure and (2) in the case of any successful  
6 action to enforce any liability under 15 U.S.C. 1681o, the costs  
7 of the action together with reasonable attorney's fees.

8 20. Equifax; failed to conduct a reasonable investigation of  
9 Plaintiff's disputes and otherwise failed to comport with FCRA  
10 1681i.

11 21. Equifax; failed to adopt and follow reasonable procedures to  
12 assure maximum possible accuracy of Plaintiff's consumer credit  
13 and other personal information as required by FCRA which it  
14 complied, used and manipulated in order to prepare consumer  
15 credit reports, credit scores, risk factors, denial codes and  
16 other economic and predictions data evaluations.

17 22. As a result of Equifax's negligent failure to comply with the  
18 FCRA, it is liable to Plaintiff in the amount equal to sum of (1)  
19 any actual damages sustained by Plaintiff as a result of said  
20 failure and (2) the costs of this action together with reasonable  
21 attorney's fees.

22 23. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to  
23 comply with any requirement imposed under the FCRA with respect  
24 to any consumer is liable to that consumer in and amount equal to  
25 the sum(1) any actual damages sustained by the consumer as a  
26 result of the failure or damages of not less than \$100.00 and not  
27 more than \$1,000.00 (2) such amount of punitive damages as the  
28 court may allow, and (3) in the case of any successful action to  
29 enforce any liability under 15 U.S.C. 1681n, the costs of the  
30 action together with reasonable attorney's fees.

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- 1 24. Firstsource Advantage LLC; willfully and negligently obtain
- 2 Plaintiff's credit report without Plaintiff's permission in
- 3 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 4 25. Firstsource Advantange LLC; willfully and negligently failed to
- 5 validate Plaintiffs' allege debt and continue to report to Credit
- 6 Bureau in violation of FDCPA section 809(b).
- 7 26. Firstsource Advantage LLC; willfully and negligently "Re age"
- 8 fraudulent account by updating date of last activity on
- 9 Plaintiff's credit report in hopes of keeping negative
- 10 information on an account longer in violation of FCRA 605(c).
- 11 27. Cavalry Investments LLC; willfully and negligently obtain
- 12 Plaintiff's credit report without Plaintiff's permission in
- 13 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 14 28. Cavalry Investments LLC; willfully and negligently failed to
- 15 validate Plaintiffs' allege debt and continue to report to Credit
- 16 Bureau in violation of FDCPA section 809(b).
- 17 29. Cavalry Investments LLC; willfully and negligently "Re age"
- 18 fraudulent account by updating date of last activity on
- 19 Plaintiff's credit report in hopes of keeping negative
- 20 information on an account longer in violation of FCRA 605(c).
- 21 30. Cavalry Portfolio Services LLC; willfully and negligently obtain
- 22 Plaintiff's credit report without Plaintiff's permission in
- 23 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 24 31. Cavalry Portfolio Services LLC; willfully and negligently failed
- 25 to validate Plaintiffs' allege debt and continue to report to
- 26 Credit Bureau in violation of FDCPA section 809(b).
- 27 32. Cavalry Portfolio Services LLC; willfully and negligently "Re
- 28 age" fraudulent account by updating date of last activity on
- 29 Plaintiff's credit report in hopes of keeping negative
- 30 information on an account longer in violation of FCRA 605(c).

1 33. Encore Receivable Management Inc; willfully and negligently  
2 obtain Plaintiff's credit report without Plaintiff's permission  
3 in violation of FCRA 604 and sections 1681b (a)(3)(F).  
4 34. Encore Receivable Management Inc; willfully and negligently  
5 failed to validate Plaintiffs' allege debt and continue to report  
6 to Credit Bureau in violation of FDCPA section 809(b).  
7 35. Encore Receivable Management Inc; willfully and negligently "Re  
8 age" fraudulent account by updating date of last activity on  
9 Plaintiff's credit report in hopes of keeping negative  
10 information on an account longer in violation of FCRA 605(c).  
11 36. Collect America LTD; willfully and negligently obtain Plaintiff's  
12 credit report without Plaintiff's permission in violation of FCRA  
13 604 and sections 1681b (a)(3)(F).  
14 37. Collect America LTD; willfully and negligently failed to validate  
15 Plaintiffs' allege debt and continue to report to Credit Bureau  
16 in violation of FDCPA section 809(b).  
17 38. Collect America LTD; willfully and negligently "Re age"  
18 fraudulent account by updating date of last activity on  
19 Plaintiff's credit report in hopes of keeping negative  
20 information on an account longer in violation of FCRA 605(c).  
21 39. Professional Bureau of Collections Inc; willfully and negligently  
22 obtain Plaintiff's credit report without Plaintiff's permission  
23 in violation of FCRA 604 and sections 1681b (a)(3)(F).  
24 40. Professional Bureau of Collections Inc; willfully and negligently  
25 failed to validate Plaintiffs' allege debt and continue to report  
26 to Credit Bureau in violation of FDCPA section 809(b).  
27 41. Professional Bureau of Collections Inc; willfully and negligently  
28 "Re age" fraudulent account by updating date of last activity on  
29 Plaintiff's credit report in hopes of keeping negative  
30 information on an account longer in violation of FCRA 605(c).  
31  
32

- 1 42. Drive Financial Services LP; willfully and negligently obtain
- 2 Plaintiff's credit report without Plaintiff's permission in
- 3 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 4 43. Drive Financial Services LP; willfully and negligently failed to
- 5 validate Plaintiffs' allege debt and continue to report to Credit
- 6 Bureau in violation of FDCPA section 809(b).
- 7 44. Drive Financial Services LP; willfully and negligently "Re age"
- 8 fraudulent account by updating date of last activity on
- 9 Plaintiff's credit report in hopes of keeping negative
- 10 information on an account longer in violation of FCRA 605(c).
- 11 45. NCO Financial Systems Inc; willfully and negligently obtain
- 12 Plaintiff's credit report without Plaintiff's permission in
- 13 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 14 46. NCO Financial Systems Inc; willfully and negligently failed to
- 15 validate Plaintiffs' allege debt and continue to report to Credit
- 16 Bureau in violation of FDCPA section 809(b).
- 17 47. NCO Financial Systems Inc; willfully and negligently "Re age"
- 18 fraudulent account by updating date of last activity on
- 19 Plaintiff's credit report in hopes of keeping negative
- 20 information on an account longer in violation of FCRA 605(c).
- 21 48. Credco IMS aka First American Credco; willfully and negligently
- 22 obtain Plaintiff's credit report without Plaintiff's permission
- 23 in violation of FCRA 604 and sections 1681b (a)(3)(F).
- 24 49. ASAP Auto Inc; willfully and negligently obtain Plaintiff's
- 25 credit report without Plaintiff's permission in violation of FCRA
- 26 604 and sections 1681b (a)(3)(F).
- 27 50. Auto Loan/Car Loan Inc; willfully and negligently obtain
- 28 Plaintiff's credit report without Plaintiff's permission in
- 29 violation of FCRA 604 and sections 1681b (a)(3)(F).
- 30 51. CAL LP/Conn's; willfully and negligently obtain Plaintiff's
- 31 credit report without Plaintiff's permission in violation of FCRA
- 32 604 and sections 1681b (a)(3)(F).

1 52. Bank of America NA; willfully and negligently obtain Plaintiff's  
2 credit report without Plaintiff's permission in violation of FCRA  
3 604 and sections 1681b (a) (3) (F).  
4 53. Capital One Bank; willfully and negligently obtain Plaintiff's  
5 credit report without Plaintiff's permission in violation of FCRA  
6 604 and sections 1681b (a) (3) (F).  
7 54. First Premier Bank; willfully and negligently obtain Plaintiff's  
8 credit report without Plaintiff's permission in violation of FCRA  
9 604 and sections 1681b (a) (3) (F).  
10 55. First National Credit Card Center Inc; willfully and negligently  
11 obtain Plaintiff's credit report without Plaintiff's permission  
12 in violation of FCRA 604 and sections 1681b (a) (3) (F).  
13 56. Flatiron Financial Servics; willfully and negligently obtain  
14 Plaintiff's credit report without Plaintiff's permission in  
15 violation of FCRA 604 and sections 1681b (a) (3) (F).  
16 57. Spherion Newco Inc; willfully and negligently obtain Plaintiff's  
17 credit report without Plaintiff's permission in violation of FCRA  
18 604 and sections 1681b (a) (3) (F).  
19 58. Direct Financial Solution; willfully and negligently obtain  
20 Plaintiff's credit report without Plaintiff's permission in  
21 violation of FCRA 604 and sections 1681b (a) (3) (F).  
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23 **DEMAND FOR JURY TRIAL**

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25 Plaintiff hereby demands a jury trial on all issues so  
26 triable.  
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28 **PRAYER FOR RELIEF**

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30 Wherefore, Plaintiff requests that judgment be entered  
31 against Defendants for:  
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a.) Actual damages in an amount to be shown at trial;

- b.) Statutory damages pursuant to FCRA 1681n;
- c.) Punitive damages pursuant to FCRA 1681n;
- d.) Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
- e.) Costs and reasonable attorney's fees; and
- f.) Such other relief as may be just and proper.

May 4 2009

Charis Kelly  
Charis Kelly  
Plaintiff

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